CLIENT – PROFESSIONAL AGREEMENT FOR ARCHITECTURAL SERVICES

PROJECT:

CLIENT:

PROFESSIONAL:

This agreement has been compiled by the South African Institute of Architectural Technologists (SAIAT) for free use by architectural professionals.

The parties who make use of this agreement indemnifies SAIAT against all claims that may arise out of the use of this agreement.

Edition 7.2 – November 2026

SAIAT

1.0 DEFINITIONS AND INTERPRETATION

1.1 Where the words and phrases are in bold in the text of this **agreement** they shall bear the meaning assigned to them in clause 1.2 and where such words and phrases are not in bold they shall bear the meaning consistent with the context.

1.2 Definitions:

- **agreement** means a written **agreement** between the **client** and any other party
- **architectural professional** means a person registered in terms of the relevant legislation of the country concerned
- **budget** means the anticipated cost of the **project** and/or **works**; provided that estimates on which the **budget** is based, shall be deemed to be valid for a period not exceeding 3 months
- **building contract** means the **JBCC** Principal Building **Agreement** (PBA) or the **JBCC** Minor **Works Agreement** (MWA) or such other **building contract** entered into between the **client** and the **contractor**
- **calendar days** means twenty-four (24) hour days commencing on midnight (00:00) which include Saturdays, Sundays and proclaimed public holidays.
- **client** means the party appointing the **architectural professional** to perform the services or any part thereof referred to in this document
- **consultant** means professional person/s or entity/entities appointed by the **client** to provide services with respect to the **project**
- **construction documentation** means graphic representations, plans, sections, elevations, site plans, specifications, construction details, service co-ordination information, **schedule**s and such other details and descriptions as are within the reasonable competence of an **architectural professional** which are sufficient to indicate the scope of the **works**
- **contract** means an **agreement** entered into by the **client** with a **contractor** for the execution of the **works** or part thereof; may also be referred to as the **building contract**
- **contractor** means the entity or entities contracting with the **client** for the execution of the **works** or part thereof
- **Contract Data Document** is the part of this contract document where all the variables are listed
- **inspection** means such periodic visits to, or in connection with the **works**, by the **architectural professional** as are necessary to establish conformity of the work to the **contract** documentation and National Building Regulations, and to provide on- site clarification and further information during the progress of the work; inspect shall carry the same meaning
- **JBCC** means the Joint Building **Contracts** Committee, (**JBCC**) suite of **contract** documentation

- **practical completion** means the stage of completion where the **works** or a section thereof as certified by the **principal agent**, is substantially complete and can effectively be used for the purpose intended

- **principal agent** means the person appointed to fulfill the obligations of the agreed form of **contract**.

- **Project** means the development for which the **architectural professional** and **consultant**s are appointed and may not be limited to the **works**

- **schedule** means the part of this document that contains the variables

- **works** means all work executed or intended to be executed according to the **building contract**

- **working days** means **calendar days** which excludes Saturdays, Sundays and proclaimed public holidays.

1.3 Interpretations

1.3.1 In formal service agreements and **contract**s, unless inconsistent with the context, the words "advise", "appoint', "approve", "authorise", "certify", "consent', "decide", "delegate", "designate", "instruct', "issue", "notify", "object, "reply", "request', and "specify" shall indicate an **act** required to be carried out in writing.

1.3.2 The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa and persons shall include juristic persons.

1.3.3 All monetary amounts exclude tax, which tax shall be added to any amounts which become due and payable.

1.3.4 Notice in terms of service agreements shall be deemed to have been duly received when:
- Delivered by hand - on the day of delivery
- Sent by prepaid registered post - 7 (seven) days after posting
- Sent by telefax - 1 (one) day after transmission
- Sent by e-mail - 1 (one) day after transmission

2.0 STANDARD SERVICES

2.1 Stage 1: Inception

2.2.1 Receive, appraise and report on the **client**'s requirements with regard to:
- the **client**'s brief
- the site and rights and constraints
- **budget**ary constraints
- the need for **consultant**s
- **project** programme
- methods of **contract**ing

Initials:

2.2 Stage 2: Concept and Viability (Concept Design)

2.2.1 Prepare an initial design and advise on:
- the intended space provisions and planning relationships
- proposed materials and intended building services
- the technical and functional characteristics of the design

2.2.2 Check for conformity of the concept with the rights to the use of land.

2.2.3 Review the anticipated costs of the **project**.

2.2.4 Review the **project** programme.

2.3 Stage 3: Design Development

2.3.1 Confirm the scope and complexity.

2.3.2 Review the design and consult with local and statutory authorities.

2.3.3 Develop the design, construction system, materials and components.

2.3.4 Incorporate and co-ordinate all services and the work of **consultant**s.

2.3.5 Review the design, costing and programme with the **consultant**s.

2.4 Stage 4: Documentation and Procurement

2.4.1 Prepare documentation sufficient for local authority submission:
- co-ordinate technical documentation with the **consultant**s and complete primary co-ordination
- prepare specifications for the **works**
- review the costing and programme with the **consultant**s
- obtain the **client**'s authority and submit documents for approval

2.4.2 Complete **construction documentation** and proceed to call for tenders:
- obtain the **client**'s authority to prepare documents to procure offers for the execution of the **works**
- obtain offers for the execution of the **works**
- evaluate offers and recommend on the award of the **building contract**.
- prepare the **contract** documentation and arrange for the signing of the **building contract**.

2.5 Stage 5: Construction

2.5.1 Administer the **building contract**.

2.5.2 Give possession of the site to the **contractor**.

2.5.3 Issue **contract** documentation.

2.5.4 Initiate and/or check sub-**contract** design and documentation as appropriate.

2.5.5 Inspect the **works** for conformity to the **contract** documentation.

2.5.6 Administer and perform the duties and obligations assigned to the **principal agent** in the **JBCC building contract**, or fulfil the obligations provided for in other forms of **contract**

2.5.7 Issue the certificate of **practical completion**

2.5.8 Assist the **client** to obtain the occupation certificate

2.6 Stage 6: Close Out

2.6.1 Facilitate the **project** close-out including the preparation of the necessary documentation to effect completion, handover and operation of the **project**.

2.6.2 After the **contractor**'s obligations with respect to the **building contract** are fulfilled, the **architectural professional** shall issue the certificates related to **contract** completion.

2.6.3 Provide the **client** with as-built / updated drawings and relevant technical and contractual undertakings by the **contractor** and sub-contractors.

3.0 ADDITIONAL SERVICES

The following services are additional to the standard service and rank for Additional fees. These services may be added individually or in varying combinations and shall be provided by prior **agreement** between the **client** and the **architectural professional**:

3.1 Special design services

The preparation of special designs within, or in relation to, the facilities which are contemplated in a standard service, which may include:

3.1.1 Rational design by other **consultant**s - participate in the preparation of rational designs.

3.1.2 Town planning and/or urban design including participation in the application for the establishment and/or amendment of regional and local town planning and urban design schemes and the amendment of title conditions, negotiations with interest groups and authorities

3.1.3 Master planning - defining and planning the layout of future development of buildings and/or services on the same site

3.1.4 Landscape design - participation in landscape planning and construction

3.1.5 Interior design - the design of interiors and the selection of furnishings, fixtures and special finishes

3.1.6 Liaison with special designers and specialist **consultant**s

3.1.7 Purpose-made items - the design and documentation of purpose-made items

3.1.8 Promotional material and art work - participation in the preparation of promotional material

Initials:

inclusive of 3-dimensional presentation drawings

3.1.9 Plant operation and production layouts - participation in the definition of plant operation layouts

3.2 Special management services

3.2.1. Elaboration of **architectural professional** s' services including inter alia: the preparation of broad **project** parameters, **project** scope statements, **project** milestones, **budget** and cash flow forecasts, tender enquiry documentation, **contractor** and supplier selection, adjudication and tender awards, progress status monitoring, variations management, quality management, communication management, payment processing and final account close outs

3.2.2 Cost and valuation services - participation in the administration of costs and payments where a quantity surveyor has not been appointed

3.2.3 Special inspections - more intensive inspections and assessment of the **works** than the norm to assess compliance with specifications

3.3 Special studies

3.3.1 Preparation of the **client**'s brief - assist the **client** in the preparation of his requirements with regard to the purpose, scope, use of and operation of the **project**

3.3.2 Site selection - research the suitability and location of a site for a proposed **project**

3.3.3 Feasibility studies - participation in technical and/or economic feasibility studies

3.3.4 Environmental studies - participation in environmental studies

3.3.5 Energy analysis studies and planning

3.3.6 Energy studies - participation in energy studies

3.3.7 Market surveys - participation in market surveys

3.3.8 Traffic studies - participation in traffic flow studies

3.4 Work on existing premises

3.4.1 Surveys and inspections - inspect, survey, measure and prepare documentation of existing premises, with other **consultant**s as needed

3.4.2 Restorations and renovations - services in connection with work on existing buildings

3.4.3 Heritage buildings - services in connection with work on heritage buildings

3.4.4 Services in connection with demolition permits of existing buildings.

Initials:

3.5 Other Services

3.5.1 Participation in litigation and dispute resolution (where a concurrent service is rendered)

3.5.2 Mutually agreed additional services

4.0 FEES FOR PROFESSIONAL SERVICES

4.1 Basis of fees agreement

4.1.1 The client agrees to pay the architectural professional the fees for the services as recorded in the **Contract Data Document**.

4.1.2 The **budget** for fee purposes excludes VAT, contingencies and provision for escalation.

4.2 Fees for additional services:

4.2.1 Unless otherwise agreed, the fee for additional services is time based, based on hourly rates as recorded in the **Contract Data Document.**

4.3 Time based fees

4.3.1 Where fees for the **architectural professional**'s services are time based fees, the hourly rates are as recorded in the **Contract Data Document.**

4.4 Fees for deployment of employees

4.4.1 Where an employee of the **architectural professional** is deployed on site for extended **inspection** or other agreed purpose, the amount of the reimbursement shall be as recorded in the **Contract Data Document.**

4.5 Extended initial contractual contract period

4.5.1 If the initial **contract** period is exceeded by more than 10%, through no fault of the **architectural professional**, the **architectural professional** is to be remunerated for all additional work resulting from the extension of time at the hourly rate as recorded in the **Contract Data Document** together with related re-imbursable expenses.

4.6 Adjustment of fees and disbursements

4.6.1 The fees and disbursements are based on the following parameters:

4.6.1.1 Scope of services

4.6.1.2 Scope of the **project/works**

4.6.1.3 **Project** programme

Initials:

4.6.1.4 Cost of the **works** Cost of the **project**

4.6.1.5 Appointment of other **consultant**s

4.6.1.6 Appointment of **contractor**

4.6.2 Should any material variation to the parameters as stated occur, the fees and disbursements will be adjusted.

4.6.3 Adjustments to the **project** programme, commonly known as 'fast tracking', that requires the application of an additional resource by the **architectural professional**, shall attract an additional fee.

4.7 Travelling

4.7.1 Where travelling is not included in the fee as recorded in the **Contract Data Document**, the hourly rates as recorded in the **Contract Data Document** shall apply plus the latest applicable rate per kilometer as published by the Department of Public Works. This shall only apply to travel time greater than two (2) hours and more than 100km per return trip.

4.8 Fees on termination by the client

4.8.1 Where the **agreement** between the **client** and the **architectural professional** is terminated the **client** shall pay for that portion of the service that has been executed.

4.8.2 Termination of the **project** will attract an additional fee equal to 10% of the full fee in the stage in which termination occurs.

4.9 Fees for dispute resolution services

4.9 For acting as a witness, or giving evidence at adjudication, mediation, arbitration or litigation (the cause not being the action of the **architectural professional**, the fee will be the time charge fee at the hourly rates as recorded in the **Contract Data Document** and increased by 50% (150% of the rate).

4.10 Payment of professional accounts

4.10.1 The **architectural professional**'s accounts are due and payable on presentation.

4.10.2 The **architectural professional** shall be entitled to render interim accounts as recorded in the **Contract Data Document**.

4.10.3 Fee and re-imbursement invoices may be invoiced separately.

4.10.4 The **architectural professional** may give notice to the **client** of intention to suspend work if payment on interim accounts or any other account has not been received within seven (7) calendar days from issuing such notice.

4.10.5 If payment is not received within seven (7) calendar days after given such notice as per 4.10.4, the **architectural professional** may suspend any work and/or service until such payment has been made by the **client**.

4.10.6 If work or service was suspended and the **client** has rectified his default by paying any outstanding account, the **architectural professional** must resume work within two (2) working days after receiving such payment.

4.11 Re-imbursement of expenses

4.11.1 In addition to the fees as recorded in the **Contract Data Document**, the **client** shall reimburse the **architectural professional** for all reasonable disbursements properly incurred.

4.11.2 The expenses contemplated may include the following:

4.11.2.1 printing, photocopying, maps, models, presentation materials, photography and similar documentation including all reproduction or purchase costs of documents, hotel, subsistence and travelling expenses, toll fees and other similar disbursements

4.11.2.2 all payments made by the **architectural professional**, including fees and other charges for specialised professional and other services incurred on behalf of the **client**

4.11.2.3 telephonic, electronic and facsimile communication, special postage and courier deliveries

4.11.2.4 any other disbursements that may be agreed by the **client**

4.12 Claims to be separate and not set-off

4.12.1 Should the **client** allege a claim against the **architectural professional**, a **contractor** or any other party involved in the **project**, such claim shall be dealt with on its own merits. The **client** is not entitled to withhold payment of fees or disbursements or part thereof due to the **architectural professional**, based on the alleged claim. The **client** shall make payment without any set-off and waives all rights to any such set-off.

4.12.2 No penalties will be applied to this professional service **agreement**. Should professional error, omission and/or negligence be implied, compensation is sought by dispute resolution or litigation and claimed from the **architectural professional**.

4.13 Termination of engagement

4.13.1 Where the **agreement** between the **client** and **architectural professional** is terminated, the **client** shall pay the **architectural professional** for that portion of the work that has been executed.

4.13.2 Where the termination, suspension or deferment of the **project** is not directly attributable to the **architectural professional**, a surcharge of ten (10) percent of the full fee as recorded in the **Contract Data Document** shall apply.

4.14 General

4.14.1 The **client** may at any time require that work on the **project** be suspended or deferred. The **architectural professional** shall not be precluded from recovering any damages he may sustain due to the suspension or deferment of the **project**.

4.15 Interest

4.15.1 The **architectural professional** is entitled to charge interest equal to the Bank Repo Rate at the beginning of every month plus six (6) percent per annum.

5.0 CONFIDENTIALITY AND COPYRIGHT

5.1 The **client** and the **architectural professional** both shall keep all sensitive information obtained by them in the context of this **agreement** confidential and shall not divulge it without the prior written approval of the other party.

5.2 The **architectural professional** retains copyright of all documents and/or designs prepared by the **architectural professional** for the **project**.

5.3 The **client** has the right to the use and the benefit of the documentation and electronic data produced for the sole purpose of its intended use on the **project** as recorded in the **Contract Data Document.**

6.0 LIMIT OF LIABILITY

6.1 The **architectural professional**'s liability for any defect in the design of the **project/works** will end as recorded in the **Contract Data Document**

6.2 The financial limit to any liability for any defect in the design of the **project/works** will be as recorded in the **Contract Data Document**

7.0 TERMINATION

7.1 This **agreement** may be terminated by either party on the expiry of fourteen (14) days' notice to the other party should the other party be in breach of a material term of this **agreement**. Within thirty (30) calendar days of payment of the fees and disbursements due, the **architectural professional** shall provide copies of documents and other items which, in his opinion, are relevant to the **project**. This disbursement shall be reimbursed by the **client**.

8.0 RESOLUTION OF DISPUTES

8.1 Should any dispute whatsoever arise between the parties, then either party hereto may declare a dispute by delivering notice of the details thereof to the other party, which dispute shall be referred to arbitration.

8.2 Prior to arbitration and should the parties so agree, the dispute may be referred to a single mediator without the parties having legal representation. The mediator shall be selected by **agreement** between the parties within fourteen (14) calendar days and be appointed jointly

by the parties.

8.2.1 The mediator shall have absolute discretion in the manner in which the mediation proceedings shall be conducted.

8.2.2 The mediator shall deliver a copy of his reasoned opinion to each party within twenty-one (21) days of his appointment which shall be final and binding to the parties unless either party notifies the other party in writing of his unwillingness to accept the said opinion. In this event, the dispute shall be referred to arbitration.

8.3 Arbitration shall be by a single arbitrator who shall be selected by **agreement** between the parties within fourteen (14) calendar days. The arbitrator shall be appointed jointly by the parties.

8.3.1 The arbitrator shall have the power to open up, review and revise any opinion, decision or notice and to determine the matters in dispute which shall be submitted to him.

8.4 The cost of mediation and/or arbitration as determined by the mediator and/or arbitrator shall be borne equally by the parties and shall be due and payable to the mediator and/or arbitrator on presentation of his written account.

9.0 WHOLE AGREEMENT

9.1 This **agreement**, including the **Contract Data Document** and any annexures hereto as stated in the as recorded in the **Contract Data Document**, is the whole of the **contract** between the parties and no variation hereof shall have any effect unless reduced to writing and signed by both parties.

9.2 The validity of Clause 4 shall not be affected by the termination of this **agreement**.

10.0 LAW OF THIS AGREEMENT

10.1 The only law applicable to this **agreement** is that as recorded in the **Contract Data Document**

Initials:

CONTRACT DATA DOCUMENT

This **Contract Data Document** contains all variables, amendments and/or special conditions pertaining to this **agreement** which variables and/or special conditions shall take precedence over the terms and conditions of this **agreement**.

PROJECT NAME:

WORKS DESCRIPTION:

SITE DESCRIPTION:

ERF Nº:

TOWNSHIP:

STREET ADDRESS:

CLIENT:

NAME:

PHYSICAL ADDRESS:

POSTAL ADDRESS:

CONTACT Nº:

E-MAIL ADDRESS:

Initials:

BUSINESS REG Nº:

VAT REG Nº:

ARCHITECTURAL PROFESSIONAL:

NAME:

PHYSICAL ADDRESS:

POSTAL ADDRESS:

CONTACT Nº:

E-MAIL ADDRESS:

BUSINESS REG Nº:

VAT REG Nº:

PROFESSIONAL REGISTRATION Nº:

REGISTRATION COUNCIL:

Initials:

LIMIT OF LIABILITY:

DETAILS OF PI INSURANCE:	
AMOUNT PER CLAIM*:	
EXCESS PAYABLE:	
RETRO-ACTIVE DATE:	
TIME LIMIT:	

*It is agreed that the amount stated will also be the maximum amount for which the Architectural Professional can be held liable during the period as stated under Time Limit.

LAW APPLICABLE:

COUNTRY:	

CONFIDENTIALITY AND COPYRIGHT:

DOCUMENTATION AND ELECTRONIC DATA TO BE PROVIDED TO CLIENT FOR USE:	

BUDGET / COST LIMITATIONS:

BUDGET AND COST LIMITATION, EXCLUDING PROFESSIONAL FEES:	

Initials:

FEES FOR PROFESSIONAL SERVICES:

THE FEES PAYABLE TO THE ARCHITECTURAL PROFESSIONAL BY THE CLIENT IS SET OUT IN **ANNEXURE A** ATTACHED HERETO AND INCLUDE BOTH STANDARD SERVICES AND ADDITIONAL SERVICES, AND TOTAL THE AMOUNT OF:

TIME RELATED FEES:	
INTERIM PAYMENTS:	

CHANGES TO THE WORDING OF THE AGREEMENT:

THE FOLLOWING CHANGES ARE MADE TO THE WORDING OF THIS AGREEMENT:

Initials:

AGREEMENT

This **Agreement**, the completed **Contract Data Document** and the listed documents comprise the entire contract between the parties.

No representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties.

No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties.

SIGNED FOR ON AND BEHALF OF THE CLIENT:

PRINT NAME:	
SIGNATURE:	
DATE:	
PLACE:	

SIGNED FOR ON AND BEHALF OF THE ARCHITECTURAL PROFESSIONAL:

PRINT NAME:	
SIGNATURE:	
DATE:	
PLACE:	

NOTE: Verifiable electronic signatures are valid and binding on the parties.

Initials: